

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

IN RE:	*	Case No 09-37475
Melissa A. Tackett	*	Chapter 13 (Judge Humphrey)
	*	
	*	<b><u>DEBTOR'S MOTION TO</u></b>
Debtor	*	<b><u>SELL REAL ESTATE FREE</u></b>
	•	<b><u>AND CLEAR OF LIENS</u></b>

\*\*\*\*\*

Now comes the Debtor, by and through her undersigned Counsel, and moves the Court for an order ordering the sale of real estate located at 9047 Thornhill Court, Springboro, Ohio 45066 free and clear of liens.

1. The Debtors' plan was confirmed on February 1, 2010.
2. The real estate and personal property to be sold is 9047 Thornhill Court, Springboro, Ohio 45066.

Attached hereto and incorporated herein is the legal description.

3. The property to be sold is not the Debtor's Residence and is owned jointly with her former husband Randall R. Tackett.

4. The purchase price is One Hundred Seventy-Four Thousand Four Hundred and 00/100 Dollars (\$174,400.00) A copy of the sales contract is attached hereto.

5. The present fair market value of this real estate is \$191,540.00 as shown in the Schedule A - Real Property.

6. The Lien Holders in apparent order of priority are as follows:

A. Any delinquent real estate taxes that may be due at the time of closing. Current taxes shall be prorated at closing.

B. Mortgage to Benefit Mortgage, LLC filed for Record at Book 3492, Page 252 through 269 with Planned Unite Development Rider filed on April 9, 2004 of the Warren County, Ohio Records in the principal amount of \$205,650.00. Attached hereto is a copy of the mortgage and Planned Unit Development Rider. Said mortgage was assigned to Mortgage Electronic Registration Systems, Inc. by virtue of a Corporation Assignment of Mortgage filed for record at Book 3813, Pages 261 and 262 of the records of the Warren County, Ohio Recorder filed on March 16, 2005. Attached hereto is a copy of the Corporation Assignment of Mortgage. Mortgage Electronic Registration Systems, Inc. then assigned this mortgage to U.S. Bank, N.A. Attached hereto is a copy of the assignment.

7. Following is the proposed disposition of the proceeds of sale and the treatment of the above described liens at closing, all amounts are estimates:

Any unpaid and accrued real estate taxes will be prorated and paid at closing.

Mortgage Holder or Purchaser to pay 6% commission to Realtors from the Sale Proceeds.

The mortgage with U.S. Bank, N.A. will be paid the remaining balance of the sale proceeds after taxes, realtor fees and miscellaneous closing costs.

8. All liens will be released by the order approving this motion against the Debtor's real estate located at 9047 Thornhill Court, Springboro, Ohio 45066.

9. The Chapter 13 plan filed by the Debtors did provide for the sale of the property, however, the proceeds of said sale probably will not be sufficient to pay in full all of the liens against the real estate located at 9047 Thornhill Court, Springboro, Ohio 45066.

10. The Debtor will receive no proceeds from the sale of the real estate located at 9047 Thornhill Court, Springboro, Ohio 45066 as this is a short sale.

**WHEREFORE**, the Debtor respectfully moves the Court for an order ordering the sale of the property located at 9047 Thornhill Court, Springboro, Ohio 45066 free and clear of liens.

Respectfully submitted,

/s/ Lester R. Thompson  
Lester R. Thompson, #0014841  
Case Attorney for Debtors  
1340 Woodman Drive  
Dayton, Ohio 45432  
(937) 252-2030

**CERTIFICATE OF SERVICE WITH TWENTY-ONE (21) DAY NOTICE**

All parties are hereby placed on notice that any objection must be filed within Twenty-One Days ( 21 ) Days of the date set forth on the Certificate of Service or an order will be submitted to the Court. If a response objection to this Motion for Sale of Real Estate Free and Clear of Liens is timely filed, then this matter shall be set for hearing before the Court and the date and time of the hearing shall be noticed by the Court upon the appropriate parties.

I hereby certify that on October 26, 2010 a copy of the foregoing Motion for Sale of Real Estate Free and Clear of Liens was served on the following registered ECF participants, electronically through the court's ECF System at the email address registered with the court.

Jeffrey M. Kellner, Chapter 13 Trustee  
U.S. Trustee

And on the following by ordinary U.S. Mail, postage prepaid, on October 26, 2010 addressed to:

Creditors and other interested parties as shown on the attached Matrix.

US Bank, PO Box 5227, Cincinnati, Ohio 45201

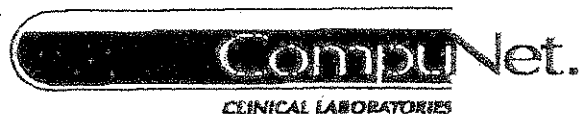
US Bank Home Mortgage, PO Box 790414, Saint Louis, MO 63179-0414

Warren County Treasurer, 406 Justice Drive, Lebanon, Ohio 45036

Melissa A. Tackett, 31 S. Delmar Avenue, Dayton, Ohio 45403

/s/Lester R. Thompson  
Lester R. Thompson

CompuNet Clinical Laboratories  
2308 Sandridge Drive  
Moraine, OH 45439  
Phone: (937) 296-0844  
Website: www.compunetlab.com



# FAX

## PROTECTED HEALTH INFORMATION

DATE: 9/9/2010	TIME: 3:47:06 PM
TO: Pam	PHONE: (937) 252-2030
COMPANY: Mr. Lester Thompson	FAX: (937) 252-9425
FROM: Melissa Tackett	PHONE: (937) 252-6936
E-mail: @questdiagnostics.com	FAX: ( ) -
RE: _____	
COPY: _____	
Number of pages including cover sheet: (7)	

Comment: Pam - Attached is the contract for the property. Thank You, Melissa Tackett
--

### LEGAL NOTICE:

Information in this FAX message is confidential and protected by both State and Federal Law. It is unauthorized persons to review, copy, disclose, or disseminate confidential medical information. If the recipient is not the intended FAX recipient or the intended recipient's agent, you are hereby notified that this FAX message is in error and that review or further disclosure of the information contained in this message is prohibited. If you have received this FAX in error, please notify us immediately at the telephone number above and either destroy these documents or return the originals to us by mail. Thank you.

SEP 9 2010 3:15PM CLINICAL



# CONTRACT TO PURCHASE REAL ESTATE

(Form approved by the Dayton Area Board of REALTORS. This is a legally binding contract. If the provisions are not understood, legal advice should be obtained.)



1. OFFER. The undersigned Purchaser offers to buy through Kelce Williams from the Dayton Area Board of REALTORS (Date) August 20, 2010  
 2. the terms and conditions set forth below, the real property (the Property) located in Springfield  
 3. County of Montgomery, State of Ohio, described as follows: Lot 1, Block 1, Springfield Commons, Springfield, Ohio 45506  
 4. (Street and Number, Zip Code, Legal Description)

5. The Property shall include the land, all appurtenant rights, privileges and easements, and all buildings, improvements and fixtures, including, but not limited to, each of the following as now on the Property: all structural, painting, plumbing and bathroom fixtures, all windows and door shades, blinds, awnings and screens, storm windows and doors, television antennae, curtain rods, garage door opener and controls; all landscaping; and all other improvements, fixtures, and appurtenant rights, privileges and easements.

6. Any personal property items listed above are owned by Seller and will be free and clear of liens and security interests at closing.  
 7. 2. PRICE. Purchaser agrees to pay for the Property the sum of \$ 174,400.00  
 8. payable in cash at closing. Purchaser's obligations under this Contract are conditioned upon Purchaser's ability to obtain prior to closing a mortgage loan of \$ 174,400.00 (down payment) (cash) (if it is not a cash purchase) from a lender acceptable to the lender.

9. Mortgage Commitment. Seller shall have the option to cancel this Contract if Purchaser fails to obtain a mortgage loan application, or if the mortgage loan application is not approved within 30 days of the date of acceptance of this offer, or if the mortgage loan is not approved within 30 days of the date of acceptance of this offer.

10. Seller shall maintain a title insurance policy and recordable general warranty deed conveying to Purchaser, or remainder, a marketable title to the Property (as determined with reference to the Ohio State Bar Association Standards of Title Examination) with power rights, if any, released, free and clear of all liens, claims, taxes, and encumbrances whatsoever, except (a) legal highways, (b) any mortgage assumed by Purchaser, (c) and (d) easements and restrictions of record which would not prevent Purchaser from using the Property for the following purposes:

11. If the Property is unmarketable or is subject to matters not excepted as provided above, Seller at Seller's sole cost shall cure any title defects and/or remove such matters within 10 days after receipt of written notice from Purchaser, and if necessary the closing date may be extended to permit Seller to do so.

12. TITLE INSURANCE. Purchaser is encouraged to inquire about the benefits of the insurance from the lender's policy of title insurance provider. A lender's policy of title insurance does not provide protection to the purchaser. It is recommended that purchaser obtain an owner's policy of title insurance to insure their own interests. If Purchaser elects to obtain an owner's policy, Seller agrees to contribute toward the cost of the policy an amount equal to the lesser of (a) the actual cost of the owner's policy to the extent it exceeds the cost of any lender's policy Purchaser is obtaining or (b) \$300.00. This contribution is payable only if Purchaser elects to obtain the owner's policy no later than the date of closing so that Seller's contribution may be deducted from Seller's proceeds at closing. Purchaser reserves the right to designate the closing agent and manner of the title insurance.

13. 4. TAXES. At closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and assessments, including penalties and interest, which become due and payable prior to the closing, (b) a pro rata share, calculated as of the closing date in the manner set forth below, of the taxes and assessments becoming due and payable after the closing, and (c) the amount of any agricultural tax savings accrued as of the closing date which would be subject to recoupment if the Property were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Purchaser has indicated in paragraph 3 that Purchaser is acquiring the Property for agricultural purposes. If the Property is located in Montgomery County, the tax provision shall be made in accordance with the Montgomery County "short provision" method, in which Seller's share is based upon the number of days from the date of the immediately preceding semiannual installment to the date of closing. If the Property is located outside of Montgomery County, the tax provision shall be made in accordance with (check one): the Montgomery County "short provision" method or the "long provision" method, in which Seller's share is based upon the taxes and assessments which are a lien for the year of the closing. (If neither method is checked, the short provision method shall apply.) If the short provision method is used, any special assessments which are payable in a single annual installment shall nevertheless be prorated on the long provision method. All provisions shall be based upon the most recent available tax rates, assessments and valuations.

14. 5. SELLER'S REPRESENTATIONS. Seller represents that those signing this Contract constitute all of the owners of the title to the Property, together with their respective spouses, Seller further represents that with respect to the Property (a) no orders of any public authority are pending, (b) no work has been performed or improvements constructed that may result in future assessments, (c) no release have been received from any public agency with respect to contamination or appropriation, change in zoning, proposed future assessments, completion of conditions, or other similar matters, and (d) to the best of Seller's knowledge, no toxic, explosive or other hazardous substances having been stored, disposed of, concealed within or released on or from the Property and no other adverse environmental conditions affect the Property. These representations shall survive the closing.

15. 6. POSSESSION. Rentals, interest on any assumed mortgages, water and other utility bills, and any current operating expenses shall be prorated as of the date of closing. If the Property is owner-occupied, possession is to be given 30 days after closing at Springfield Commons, and unless shall not be provided as above but paid for by Seller until delivery of possession. Seller shall be responsible to Purchaser for any damages caused by Seller's failure to deliver possession on the agreed date.

16. 7. DAMAGES TO BUILDINGS. If any buildings or other improvements are substantially damaged or destroyed prior to the closing, Purchaser shall have the option (a) to proceed with the closing and receive the proceeds of any insurance payable in connection therewith, or (b) to terminate this Contract. Seller shall keep the Property adequately insured against fire and extended coverage prior to closing. Seller agrees to maintain the

17. 8. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.

18. 9. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.

19. 10. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.

20. 11. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.

21. 12. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.

22. 13. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.

23. 14. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.

24. 15. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.

25. 16. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.

26. 17. The Property shall be delivered to Purchaser free and clear of all liens and security interests, except as otherwise provided in this Contract.



# CONTRACT TO PURCHASE REAL ESTATE INSPECTION ADDENDUM



(Form approved by the Dayton Area Board of REALTORS®)

PURCHASER: Murray & Brenda Dyke

PROPERTY: 9417 THUNDERBOLT CT., SHREVEPORT, LA 70566

1. Inspection Period. Purchaser shall have the right for a period of 10 calendar days after the date of Seller's acceptance (the Inspection Period) to obtain inspections of the Property at Purchaser's expense in each of the following areas:

<input type="checkbox"/> Structural	<input checked="" type="checkbox"/> Roof	<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Radon
<input type="checkbox"/> Basement	<input type="checkbox"/> Electrical	<input type="checkbox"/> Appliances	<input checked="" type="checkbox"/> Whole House
<input type="checkbox"/> Fireplace	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Termites or Wood	<input type="checkbox"/> Mold
<input type="checkbox"/> Chimney	<input type="checkbox"/> Well (quality and quantity)	<input type="checkbox"/> Boring Insects	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Lead-Based Paint and/or	<input type="checkbox"/> Heating & Furnace		
Lead-Based Paint Hazards	<input type="checkbox"/> Septic System		

Inspections shall be made by qualified contractors and inspectors (duly licensed and certified where applicable) selected by Purchaser.

During the Inspection Period, Purchaser and Purchaser's inspectors and contractors shall be permitted access to the Property at reasonable times. Unless seller otherwise agrees, Purchaser shall not be present at inspections unaccompanied by Purchaser's Agent. Purchaser shall be responsible for any damage to the Property caused by Purchaser or Purchaser's inspectors or contractors.

If the inspections disclose any defects in the Property, Purchaser shall notify Seller in writing of the defects prior to the expiration of the Inspection Period. For purposes of this Addendum, "defects" do not include minor, routine maintenance and repair items not affecting habitability. Items shall not be considered defective merely because of their age. Seller shall have no obligation to repair any such items unless specifically agreed in writing. FAILURE TO NOTIFY SELLER OF ANY DEFECTS BEFORE EXPIRATION OF THE INSPECTION PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS, AND PURCHASER SHALL TAKE THE PROPERTY "AS IS" WITH RESPECT TO SUCH DEFECTS.

Inspections required by FHA/VA or local municipalities do not necessarily eliminate the need for other inspections.

2. Lead-Based Paint. If the item "Lead-Based Paint and/or Lead-Based Paint Hazards" is checked in Section 1 above, the Inspection Period represents the agreed upon period for Purchaser to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. Except as provided in this Inspection Addendum, Purchaser waives any right or opportunity to conduct an assessment or inspection for these purposes.

3. Mold Notice and Disclaimer. Purchaser is advised that every home contains mold. Some persons are more sensitive to mold than others. If concerned about this issue, Purchaser is encouraged to have a mold inspection done by a qualified inspector.

4. Repair Period. In the event Purchaser's inspections disclose any defects in the Property which are timely reported to Seller, Seller shall have the right, for a period of 10 calendar days after expiration of the Inspection Period (the "Repair Period"), to either (a) repair the defect in a good and workmanlike manner, using contractors reasonably acceptable to Purchaser or (b) provide other assurances reasonably acceptable to Purchaser, by means of an escrow of funds at closing for the repairs or otherwise, that the defects will be repaired with due diligence and in a good and workmanlike manner.

5. Right to Cancel. If Seller is unwilling or unable to repair any defect or to provide the assurances described above during the Repair Period, Purchaser shall have the right, at Purchaser's sole option, to cancel this Contract, in which event the earnest money shall be returned to Purchaser in accordance with the procedures set forth in Paragraph 9 on the first page of this Contract and the parties shall be released from all further obligations under this Contract. This right of cancellation shall be exercised, if at all, by giving written notice to Seller within 5 calendar days after the earlier of (a) receipt of a written notice from Seller stating that Seller is unwilling to make the repairs or provide the assurances described above or (b) expiration of the Repair Period. FAILURE BY PURCHASER TO CANCEL THIS CONTRACT WITHIN SUCH 5 CALENDAR DAY PERIOD SHALL CONSTITUTE A WAIVER BY PURCHASER OF ANY UNCURED DEFECTS AND PURCHASER SHALL TAKE THE PROPERTY "AS IS" WITH RESPECT TO SUCH DEFECTS.

Seller's Initials: MDT

09-08-10

Aug. 29. 2010 5:11PM

No. 4407 P. 3

DAYTON AREA BOARD OF REALTORS®  
CONTRACT TO PURCHASE REAL ESTATEProperty 9477 Monmouth, Springfield, OH 45506

1. Property in its present condition until delivery of possession, subject to ordinary wear and tear and the provisions of this paragraph. Purchaser shall have the right to conduct a walk-through inspection to verify the completion of the property prior to the closing. October 10, 2010
2. ACCEPTANCE CLOSING This offer shall remain open for acceptance until October 10, 2010 at 11:59 p.m. The closing time and place mutually agreed upon by Seller and Purchaser. In the event of a failure of both parties to agree, the closing shall be held on the last day designated in this paragraph and the Selling Broker shall designate the time and place of closing.
3. EARNEST MONEY/DEFAULT Upon presentation of this offer, Purchaser has delivered to Karen Williams, Broker/Agent as earnest money, to be (1) deposited in the Broker's trust account properly after acceptance of this offer or (2) returned to Purchaser upon request if the offer is not accepted. The earnest money shall be paid in Purchaser or applied on the purchase price at closing. If the closing does not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be entitled to the earnest money. If Purchaser defaults, Seller shall be entitled to the earnest money. The parties acknowledge, however, that the Broker will not make a determination as to which party is entitled to the earnest money. Instead, the Broker shall not release the earnest money from the trust account until one of the following occurs: (1) the transaction closes and the Broker disburses the earnest money to the closing or escrow agent or otherwise disburses money pursuant to the terms of this Contract; (2) the parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money; (3) the Broker receives a copy of a final court order that specifies to whom the earnest money is to be awarded; or (4) the funds become unclaimed and the Broker turns them over to the Division of Unclaimed Funds. In the event of a dispute between Seller and Purchaser regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in its trust account until the Broker receives (A) written instructions signed by the parties specifying how the earnest money is to be disbursed or (B) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money is deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that legal action to resolve the dispute has been filed, the Broker shall return the earnest money to Purchaser.
4. An action for damages or specific performance against the defaulting party.
5. GENERAL PROVISIONS Upon acceptance, this offer shall become a complete agreement binding upon and inuring to the benefit of Purchaser and Seller and their respective heirs, personal representatives, successors, and assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing signed by both parties. Purchaser has examined the Property and, except as otherwise provided in this Contract, is purchasing it "as is" in its present condition, relying upon such examination as to the condition, character, use, utility and zoning of the Property. Time is of the essence of all provisions of this Contract. Any word used in this Contract shall be construed to mean either singular or plural as indicated by the number of signatures below.
6. 11. INSPECTIONS AND OTHER ADDENDA The following Addenda and attachments are attached to and shall be considered an integral part of this Contract:
7. Inspection Addendum ☐ Lead Contract Addendum ☐ Other (Disclose) ☐

84. WITNESS: Robert J. Will

85. MAKE GOOD TO (Firm): MONTY J. DYER

86. Broker D. Ayers

87. ACCEPTANCES

88. The undersigned Seller ( ) accepts the foregoing offer, or ( ) counteroffers according to the indicated changes set forth above or in the attached addenda, which counteroffer shall remain open for acceptance until (Date), at 11:59 P.M.

100. WITNESS

101. Not accepted at this time. Thank you for your offer.

102. Seller Quinn A. Tackett

103. Seller Melissa A. Tackett

104. Buyer Brenda D. Ayers

105. Address 2222222222, Springfield, OH 45507

106. Date 8/20/2010

107. Signature Robert J. Will REALTORS

108. Phone 937-291-1520

AUG. 20. 2010 5:12PM

No. 4407 P. 5

# CONTRACT TO PURCHASE REAL ESTATE INSPECTION ADDENDUM

PROPERTY: 4471 Thompson Ct., Springfield, OH 45506

7. Release. Seller and Purchaser release the Broker(s) from any and all liability arising from (a) any action by the Broker(s) in obtaining or recommending an inspector or contractor, (b) the contents of any inspection report or the work of any contractor, (c) any advice concerning the necessity of any inspections, (d) and defect or deficiencies in the Property and (e) the failure to deliver any notice within the time periods provided herein unless specifically requested to do so. This release shall survive the closing.

8. Homeowner's Warranty Disclosure. If a homeowner's warranty is being provided under the terms of this Contract, the party furnishing the warranty may select any reputable company to issue the warranty, unless a specific warranty company has been specified. This parties acknowledge that a fee may be paid by the warranty company to one of the brokers involved in the transaction. The amount of this fee will be disclosed to Seller and Purchaser upon request after the warranty company has been specified.

9. Residential Property Disclosure Form. Purchaser X has not (check one) received a State of Ohio 'Residential Property Disclosure Form' before signing this offer.

## OTHER ADDENDA

1. PURCHASER HAS RECEIVED A HOME INSPECTION REPORT, AT THAT TIME OFFERED, FROM THE OFFER.

10. THE SUBJECT PROPERTY SHALL REMAIN FOR NO LESS THAN THE CLOSING FEE OF THIS CONTRACT IS PAYABLE BY THE PURCHASER AND ALL FURTHER MONIES SHALL BE RETURNED TO THE PURCHASER WITH NO FURTHER LIABILITY TO ANY PARTY.

11. IN STATE IN CLOSING - AUG 63, CLOSING IS DATE FOR PURCHASER BY THIRD-PARTY WORTH 1159.14 ON 10/20/2010. OTHERWISE CLOSING IS VOIDABLE BY PURCHASER AND ALL FURTHER MONIES SHALL BE RETURNED TO THE PURCHASER WITH NO FURTHER LIABILITY TO ANY PARTY.

12. PURCHASER'S CLOSING COSTS OF \$3500 ARE INCLUDED IN PURCHASER'S PRICE.

13. THIS CONTRACT IS SUBJECT TO PURCHASER OBTAINING A Satisfactory Inspection Report and a Final Report of 4575.6 AM with a 20% down payment to the PURCHASER CLOSING OTHER THE.

14. PURCHASER SHALL HAVE A RIGHT TO A HOME THROUGH INSPECTION AND IF SAME FOUND TO BE UNSATISFACTORY, THIS CONTRACT IS VOIDABLE BY THE PURCHASER AND ALL FURTHER MONIES SHALL BE RETURNED TO THE PURCHASER WITH NO FURTHER LIABILITY TO ANY PARTY.

15. TOTAL SELLER PRICE INCLUDING CLOSING COSTS TO BE \$174,400.00.

Purchaser  
amant J. Ogden  
Purchaser  
Brandon D. Ogden  
Date  
8/20/2010

Seller  
Gordon A. Year  
Seller  
Meliana A. Lakost  
Date  
9/8/10





# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 9047 Thorndale Cr., Springfield, OH 45506

Buyer(s): Monty J. And Brenda J. Davis

Seller(s): ROBERT L. AND MELISSA A. THORNTON

1. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Robert Joseph Wilson and Kathy Williams Real Estate  
AGENTS

The seller will be represented by Gregory P. Hine and THE NORTHERN TRUST COMPANY  
(AGENT) BOOKER

IL TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) \_\_\_\_\_ work(s) for the buyer and  
Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally  
involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form.  
As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents  
and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained  
on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties'  
confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction  
has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agents) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_  
☐ be "dual agent" representing both parties in this \_\_\_\_\_ will

- ☐ be "dual agent" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BY Wendy D. Oyer DATE 8/28/2010  
BY Wendy D. Oyer DATE 8/28/2010

9/18/10  
 09-08-10

**SHORT SALE AGREEMENT**

Property address: 9047 THORNHILL CT., SPRINGBORO OH 45066

The purchaser will have the right to have the property inspected. The property is being sold "AS IS". The purchaser shall have the right to cancel the contract in the event there is a MAJOR defect.

The period for applying for a mortgage, ordering appraisal and inspections all begin upon approval of the short sale. If the appraisal is not ordered within 5 days of short sale approval, seller will have an option to cancel the contract.

The purchaser agrees to close within 30 days of short sale approval.

The property is to be put in sale pending status upon acceptance of contract. The seller will not be accepting other offers.

ALL TERMS AND CONDITIONS OF THE PURCHASE CONTRACT AND ADDENDUMS ARE SUBJECT TO SELLER'S LENDER APPROVING THE SHORT SALE.

AGREED

[Signature] Date 8/20/2010  
Purchaser

Brandon D. Dyler Date 8/26/2010  
Purchaser

Quinn A. [Signature] Date 9/2/10  
Seller

[Signature] Date 09-08-10  
Seller

Situate in the Township of Clearcreek, County of Warren, State of Ohio and Being Lot Numbered Thirty Three (33) Summit Points, Section 1, as recorded in Plat Book 55, Pages 59 and 60, of the Plat Records of Warren County, Ohio.

Sidwell No. 05-33-370-008-0

*S*

BEIJ BELVARD - WARREN COUNTY RECORDS  
Doc #: 469419 Type: MTS  
Filed: 4/09/2009 12:59:30 164.00  
LN Volume: 3492 Page: 252 Return: N  
Race: 7938 Pages: 15  
STERLING LAND TITLE

(04000284 pto/04000284/17)

BOOK 3492 PAGE 270

American Infosource as agent for  
World Fin. Network Nat'l Bank/Value City  
Po Box 248872  
Oklahoma City, OK 73124-8872

Fifth Third Bank  
P.O Box 829009  
Dallas, TX 75382-9009

Gemb/Old Navy  
Po Box 981400  
El Paso, TX 79998

Chase  
PO Box 15153  
Wilmington, DE 19885-5153

Fifth Third Bank  
MD# ROPS05 Bankruptcy Dept  
1850 East Paris SE  
Grand Rapids, MI 49546-6253

H&R Block  
1524 Miamisburg-Centerville Road  
Dayton, OH 45459

Chase Bank USA  
c/o Creditors Bankruptcy Service  
PO Box 740933  
Dallas, TX 75374-0933

Fifth-Third Bank  
38 Fountain Square Plaza  
Cincinnati, OH 45263

HSBC Bank Nevada  
Bass & Associates PC  
3936 E Ft Lowell Rd, Ste 200  
Tucson, AZ 85712-1083

Chase-Bp  
Po Box 15298  
Wilmington, DE 19850

Ford Cred  
Po Box Box 542000  
Omaha, NE 68154

HSBC Bank Nevada/Bass & Assoc  
3936 E Ft Lowell Rd., Ste 200  
Tucson, AZ 85712-1083

Department Stores Nat'l Bank/Macys  
NCO Financial Systems, Inc.  
Po Box 137  
Columbus, GA 31902-0137

GE Money Bank/JCPenney  
P.O. Box 960090  
Orlando, FL 32896-0090

HSBC/Elder Beerman  
P.O Box 15521  
Wilmington, DE 19850

Department Stores National Bank/  
Macy's VISA  
P.O. Box 689194  
Des Moines, IA 50368-9194

GE Money Bank/Lowe's  
P.O. Box 530914  
Atlanta, GA 30353-0914

JP Morgan Chase Bank  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Department Stores National Bank/Macy's  
P.O. Box 183083  
Columbus, OH 43218-3083

GE Money Bank/Old Navy VISA  
P.O. Box 960017  
Orlando, FL 32896-0017

Kohl's Payment Center  
P.O. Box 2983  
Milwaukee, WI 53201-2983

Discover Bank  
DFS Services LLC  
PO Box 3025  
New Albany, OH 43054-3025

GE Money Bank/Walmart  
P.O. Box 530927  
Atlanta, GA 30353-0927

LVNV Funding LLC  
C/O Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Discover Card  
P.O. Box 6103  
Carol Stream, IL 60197-6103

GE Money Bank/Walmart  
PO Box 530927  
Atlanta, GA 30353-0927

NTB Credit Plan  
P.O. Box 653054  
Dallas, TX 75265-3054

Erin A. Jochim, Case Attorney  
Lerner, Sampson & Rothfuss  
P.O Box 5480  
Cincinnati, OH 45201-5480

Gemb/Morris  
Po Box 981439  
El Paso, TX 79998

PRA Receivables Management  
agent of Portfolio Recovery Assocs  
PO Box 41067  
Norfolk, VA 23541-1067

Randall R. Tackett  
9047 Thornhill Ct.  
Springboro, OH 45066

US Bank NA  
4801 Frederica Street  
Owensboro, KY 42301

Recovery Management Systems Corp.  
Attn: Ramesh Singh/GE Money Bank  
25 SE 2nd Avenue, Suite 1120  
Miami, FL 33131-1605

Warren County Treasurer  
406 Justice Drive  
Lebanon, OH 45036

Roundup Funding, LLC  
MS 550  
PO Box 91121  
Seattle, WA 98111-9221

WFNNB-Value City  
PO Box 659704  
San Antonio, TX 78265-9704

Sears Gold Master Card  
PO Box 183082  
Columbus, OH 43218-3082

Speedway/Superamerica  
3460 Blazer Pkwy  
Lexington, KY 40509

Target National Bank  
PO Box 59317  
Minneapolis, MN 55459-0317

Target National Bank  
c/o Weinstein and Riley PS  
2001 Western Avenue, Ste 400  
Seattle, WA 98121-3132

Us Bank  
Po Box 5227  
Cincinnati, OH 45201

US Bank  
PO Box 5229  
Cincinnati, OH 45201-5229

US Bank Home Mortgage  
PO Box 790414  
Saint Louis, MO 63179-0414